

EXHIBIT A

LEHMAN BROTHERS

Lehman Brothers, Inc.
Attn: Customer Account Services
PO Box 2016
Jersey City, NJ 07303-2016

Please read carefully and sign.

In consideration of Lehman Brothers Inc. ("Lehman Brothers" or "We") accepting this account and agreeing to act as broker or dealer for the Undersigned ("Client" or "You") it is agreed as follows:

REPRESENTATIONS

You represent and warrant as follows:

_____, Secretary or other designated officer of InfoSpace, Inc., organized under the laws of DE, do hereby certify that a meeting of the Board of Directors, Trustees, or other Governing Entity duly held on _____, 19____, at which a quorum was present and acting throughout, the following Resolutions were duly adopted and are still in full force and effect.

That any of the following named individuals,

Name (Print) <u>Jim Voelker</u>	Title <u>CEO</u>
Name (Print) <u>Kathy Rae</u>	Title <u>Pres & COO</u>
Name (Print) <u>David Roston</u>	Title <u>CFO</u>
Name (Print) _____	Title _____

be, and each of them hereby is, authorized, for and on behalf of to establish and maintain and direct transactions in one or more accounts with Lehman Brothers or any of its affiliates for the purpose of (a) buying and selling including selling short (b) agreeing to buy and sell, entering into agreements and commitments (including repurchase or reverse repurchase transactions and non-exchange traded options thereon) (c) borrowing and lending and (d) agreeing to borrow and lend, and entering into agreements and commitments to borrow and lend, the following products checked below, which have been authorized in the adopted resolution referred to above:

- ☐ Equities ☐ Options: Listed ☐ Options: Over the Counter
- ☐ U.S. Government Securities: Negotiable debt securities which are direct obligations of the Treasury Department of the United States Government or any Agency or instrumentality thereof.
- ☐ Municipal Securities: Debt securities which are obligations of or guaranteed by a state or any political subdivision, agency or municipal corporate instrumentality thereof, or any industrial development bond.
- ☐ Whole Loans: Conventional mortgage loans secured by first mortgages or deeds of trust on single family residences.
- ☐ Agency Pass-Through Securities: Mortgage pass-through securities representing participation interests in pools of residential mortgage loans (a) guaranteed as to timely payment of principal and interest by the Government National Mortgage Association (b) guaranteed as to timely payment of principal and interest by the Federal Home Loan Mortgage Association, or (c) guaranteed as to timely payment of principal and interest by the Federal National Mortgage Association.
- ☐ Private Pass-Through Securities: Any class, other than a Derivative Mortgage Security, of mortgage pass-through securities representing a participation interest in pools of residential mortgage loans, other than Agency Pass-Through Securities.

Institutional Client Agreement

ITS Cust. #		MTS Cust. #	
TMS Cust. #	Branch	Account	T C IR

- ☐ Agency CMOs: Any class, other than a Derivative Mortgage Security, of debt obligations collateralized by Agency Pass-Through Securities.
- ☐ Private CMOs: Any class, other than a Derivative Mortgage Security, of debt obligations collateralized by a pool of Whole Loans.
- ☐ Derivative Mortgage Securities: Any class of a collateralized mortgage obligation or mortgage pass-through security that either (1) is subordinated in payment to the other classes of the same series, (2) represents the right to receive the residual cash flow generated from the assets underlying such security, (3) represents the right to receive only the principal or interest portion of the cash flow generated from the assets underlying such security, or (4) is commonly referred to as a mortgage derivative product.
- ☐ Commercial Paper: Investment grade unsecured promissory notes sold through dealers by major corporations with maturities of 270 days or less.
- ☐ Certificates of Deposit: U.S. Dollar denominated negotiable debt certificates of deposit issued by U.S. depository institutions.
- ☐ Bankers Acceptance: Negotiable bank guaranteed business credit instruments typically financing an import order.
- ☐ Eurodollar Certificates of Deposit: U.S. Dollar denominated negotiable debt certificates of deposit issued by a London branch of a U.S. depository institution or foreign bank with a London branch.
- ☐ Warrants: Foreign Exchange or Index Warrants.
- ☐ Swap Products: Including interest rate swaps, hybrid securities, asset swaps, interest rate caps and floors and mortgage swaps.
- ☐ Corporate Debt Securities: Including industrial, utilities, finance and bank, Canadian, Eurobonds and Preferred.
- ☐ Specialized Debt Securities: Including sinking fund debt, private placement debt, and high yield debt.

Other: see attached investment guidelines

GENERAL TERMS

- All transactions consummated and actions taken in any accounts maintained with Lehman Brothers prior to the date as of which the representations referred to above are effective, and are hereby ratified and confirmed in all respects.
- Lehman Brothers may deal with any all of the individuals identified above as though they were dealing with you directly.
- All instructions given will be within your legal powers and there are no restrictions on the nature or type of transactions you may enter into except as follows:

LIST ALL INVESTMENT LIMITATIONS BELOW INCLUDING THOSE TO WHICH YOU MAY BE SUBJECT PURSUANT TO STATUTE, RULE, REGULATION OR OTHER GOVERNMENTAL OR FIRM POLICY

4. Lehman Brothers may rely upon the Secretary's or other designated officer's certification given in accordance with this Agreement, as effective until it shall have received written notice of any change. No such written notice shall affect, in any manner, Lehman Brothers' rights under this Agreement with respect to any such obligation arising prior to actual receipt of such written notice.

5. In the event of any change in the identity or powers of persons authorized to act on your behalf, the Secretary or other designated officer shall notify Lehman Brothers in writing which notification, when received, shall be adequate both to terminate the authorization of the persons previously authorized, and to authorize the persons thereby substituted.

6. You agree to promptly notify Lehman Brothers if you or any other persons or entities having a beneficial interest in the account are or become restricted, as such term is defined in the NASD's "Free Riding and Withholding Interpretation", from purchasing securities in certain public offerings.

7. All transactions are for your account and at your risk, and are subject to the laws and regulations as well as the custom and usage of the marketplace where effected.

8. You agree that Lehman Brothers, in its discretion, can decline to accept orders for your account.

9. This Agreement will be governed by the laws of the State of New York. All transactions for your account are subject to the Standard Confirmation Terms set forth on the reverse side of each Trade Confirmation, and all applicable federal, state, governmental agency, self-regulatory agency, exchange, market and clearing house laws, rules and regulations.

10. Lehman Brothers and you shall attempt in good faith to resolve any dispute arising out of, relating to, or in connection with your transactions with Lehman Brothers, promptly by negotiations between executives who have the authority to settle the controversy. If the dispute cannot be settled through negotiation, then prior to the commencement of any litigation or other dispute resolution proceeding, the parties agree to attempt to settle the dispute through mediation before a recognized mediation service. Any litigation must be commenced in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York. Any right to a trial by jury with respect to any claim or action is hereby waived by all parties to this agreement.

11. As security for the payment of all liabilities or indebtedness presently outstanding or to be incurred under this or any other agreement between us, you grant us a security interest in any and all property belonging to you or in which you may have an interest, held by us or carried in any of your accounts including individual, multiple owner commodity accounts. All property shall be subject to such security interest as collateral for the discharge of your obligations to us, wherever or however arising and without regard to whether or not we have made loans with respect to such property. We are authorized to sell and/or purchase any and all property in any of your accounts or to liquidate any open options, commodity futures or forward contracts or redeem money market funds in any of your accounts without notice in order to satisfy such obligations. In enforcing our security interest, we shall have the discretion to determine the amount, order and manner of property to be sold and shall have all the rights and remedies available to a secured party under the New York Uniform Commercial Code. Without our prior written consent, you will not cause or allow any of the collateral held in your account, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest.

OPTIONS

12. You agree not to enter into any purchase or sale of equity, debt, foreign currency or index put and call options without having read and fully understood the terms, conditions and risks, as set forth in the Characteristics and Risks of Standardized Options booklet, and applicable supplements which Lehman Brothers agrees to furnish to you prior to such transactions. You understand that your short option positions are assigned on a random selection method pursuant to an automated system. All short option positions can be assigned at any time including the day written.

13. If you purchase any listed option, you will notify Lehman Brothers of your intention to exercise such option no later than two hours before the expiration time of the option. In the case of an over-the-counter option you shall notify Lehman Brothers one hour before the expiration. Failure to give such notice will constitute an abandonment of the option, in which event it may be exercised for your account if it would be profitable to do so. Except as required by the Options Clearing Corporation Rules, Lehman Brothers has no obligation to exercise any option absent specific instructions from you to that effect. If it would not be profitable for your account due to commission expenses, it may be permitted to expire or, at Lehman Brothers' discretion, sold or acquired by Lehman Brothers for some equitable payment to you based on Lehman Brothers' expenses and risk, without any liability or responsibility on our part to you.

MARGIN AGREEMENT

14. From time to time we may, at our discretion, make loans to you for the purpose of purchasing, carrying or trading in securities ("Margin Loans"). Pursuant to Regulation T, Margin Loans will be made in a Margin Account. The minimum and maximum amount of any particular loan may be established by Lehman Brothers in its sole discretion regardless of the amount of collateral delivered to us, and we may change such minimum and maximum amounts from time to time.

15. You agree to pay ON DEMAND any balance owing with respect to any of your accounts, including interest and commissions and any costs of collection (including attorneys' fees, if incurred by Lehman Brothers). You understand that Lehman Brothers may demand full payment of the balance due in your accounts plus any interest charges at our sole option, at any time for our protection. You understand that all margin loans made are not made for any specific term or duration but are due and payable at our discretion upon a demand for payment made by Lehman Brothers. You agree that all payments received for any of your accounts held at Lehman Brothers, including interest, dividends, premiums, principal or other payments may be applied by Lehman Brothers to any balances due in any such accounts.

16. You understand that the securities or other instruments ("securities") in your Margin Account may be carried as general loans and may be pledged, hypothecated or otherwise used by us in *financing transaction* (collectively "pledge(d)") separately or in common with other properties. You agree that you may not be entitled to vote the securities in your Margin Account during any period in which they have been pledged by us. In addition, while you will receive an amount equal to any dividends or other distributions in respect of such securities, you understand that the actual dividend or other distributions will be made to the entity to whom the securities have been pledged. Such pledge or hypothecation by Lehman Brothers may secure our indebtedness in an amount equal to or greater than the amount owed to Lehman Brothers by you. You agree to deposit additional collateral, as Lehman Brothers may in its discretion require from time to time, in the form of cash or securities in accordance with the rules and regulations of the Federal Reserve Board, the New York Stock Exchange, Inc. ("NYSE"), the American Stock Exchange, Inc. ("AMEX"), other national securities exchanges, associations or regulatory agencies to whose jurisdiction Lehman Brothers is subject as well as Lehman Brothers' own minimum house margin maintenance requirements. If you no longer maintain a debit balance or an indebtedness to Lehman Brothers, we will fully segregate all securities in your accounts in our safekeeping or control (directly or through a clearing house or depository) and/or deliver them to you upon your request.

17. You agree to pay interest, to the extent not prohibited by the laws of the State of New York, upon all amounts advanced and other balances due in your accounts in accordance with Lehman Brothers' usual custom, which may include the compounding of interest. Our custom, which may change from time to time, is set forth in our disclosure statement, which by this reference is herein specifically incorporated. By entering into any transactions with Lehman Brothers after you receive our disclosure statement, you acknowledge that you have read and agree to its terms for all past and future transactions in your account. You understand that interest on all debit balances shall be payable ON DEMAND and that in the absence of any demand interest shall be due on the first business day of each interest period. Your daily net debit balance will include accrued interest you have not paid from prior interest periods, if any. Thus, to the extent permitted by applicable law Lehman Brothers may charge you compound interest. Payments of interest and principal and all other payments made by you under this Agreement shall be made to Lehman Brothers' main office in New York, New York. We may, in our discretion, not deem any check or other remittance to constitute payment until it has been paid by the drawee and the funds representing such payment have become available to us.

Signatures of Authorized Individual(s):

Signature	Title	Date
	COO	12/14/04
Signature	Title	Date
	COO	12/14/04
Signature	Title	Date
	CFO	12/9/03
Signature	Title	Date

IF THIS IS A MARGIN LOAN ACCOUNT, BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOUR SECURITIES MAY BE LOANED TO LEHMAN BROTHERS OR LOANED OUT TO OTHERS.

Signature	Title	Date
Signature	Title	Date

Attested:

Signature of Corporate Secretary or Other Certifying Official

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